

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE:	§	CHAPTER 11
	§	
MONTROSE MULTIFAMILY	§	CASE NO. 22-90323
MEMBERS, LLC, <i>et al.</i>	§	
	§	JOINTLY ADMINISTERED
DEBTORS.	§	

MOTION TO LIFT AUTOMATIC STAY

THIS IS A MOTION FOR ENTRY OF AN AGREED ORDER TERMINATING THE AUTOMATIC STAY. IF YOU OBJECT TO THE GRANTING OF RELIEF, YOU SHOULD CONTACT THE MOVANT IMMEDIATELY TO TRY TO REACH AN AGREEMENT. IF YOU CANNOT REACH AN AGREEMENT, YOU MUST FILE A WRITTEN RESPONSE AND SEND A COPY TO MOVANT WITHIN 14 DAYS OF THE DATE THIS WAS MAILED TO YOU. IF NO TIMELY OPPOSITION IS FILED, THE COURT MAY GRANT THE RELIEF WITHOUT A HEARING.

COMES NOW, Michael Tapley (hereinafter “Movant”), and files his Motion to Lift Automatic Stay, and in support thereof would respectfully show the Court as follows:

1. Movant is the Plaintiff in a lawsuit pending against Debtors, Westmoreland Partners, LLC and Norfolk Partners, LLC, and should be a party in interest in these proceedings.
2. Debtors, Westmoreland Partners, LLC and Norfolk Partners, LLC, filed a Voluntary Petition for Relief under Chapter 11 of the United States Bankruptcy Code on October 4, 2022. Movant brings this action under 11 U.S.C. § 362(d) for relief from the automatic stay arising from the filing of the petition in the above-captioned proceeding. This Court has jurisdiction of this action under 28 U.S.C. §§ 1334 and 157 and 11 U.S.C. § 105.
3. Movant is Plaintiff in a pending lawsuit against Westmoreland Partners, LLC and Norfolk Partners, LLC, Defendants, in Cause No. 2020-84002; *Michael Tapley v. Westmoreland Partners, LLC, et al.*; in the 80th Judicial District Court of Harris County, Texas. A true and correct file-marked copy of Plaintiff’s Original Petition in that case is attached hereto as Exhibit “A”.

4. The automatic stay took effect because of the filing of the petition in bankruptcy, pursuant to 11 U.S.C. § 362. Movant is entitled to relief from the operation of such stay for the reason that his interest in being fully compensated for his injuries and damages will not be adequately protected if the stay is allowed to remain in full force and effect. Further, it is the intention of the Movant only to seek compensation from Debtors in the state court action up to the limits of this Debtors' (Westmoreland's) bodily injury liability insurance coverage through an insurance policy which is being administered by Clear Blue Specialty Insurance Company under its Policy No. AB01-000655-00. Further, there is other insurance coverage and another Defendant entity (UrbanOne Properties, LLC) that has not sought bankruptcy protection.

WHEREFORE, Movant respectfully requests that, after such notice and hearing upon this motion as the Court deems appropriate, the Court grant Movant relief from the automatic stay by terminating such stay with respect to Movant's claims in Cause No. 2020-84002; *Michael Tapley v. Westmoreland Partners, LLC, et al.*; in the 80th Judicial District Court of Harris County, Texas.

Respectfully submitted,

CRIACO & SAMPERI

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ATTORNEY FOR MOVANT

CERTIFICATE OF SERVICE

I certify that on December 2, 2022, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which sent notification of such filing to the following:

Susan Tran Adams
Brendon Singh
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Attorney for Debtors

/s/ Adam P. Criaco
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